

## SCOPE OF WORK

Florida International University (FIU) on behalf of participating institutions from the State University System of Florida (SUS) as part of the Shared Services Initiative is requesting sealed proposals from qualified firms or individuals for Office Supplies and Products. The SUS has worked together over the past several years to build a unified statewide office supply program to meet key objectives. The awarded supplier will provide a program that not only provides aggressive pricing, but that also gives the necessary flexibility so that each participating institution (“Participant”) can meet its individual goals and objectives. Each SUS institution in their own discretion may be entering into separate participant agreement with the awarded supplier. The following table shows the list of SUS Universities that historically utilized the program and their corresponding spend for Fiscal Year 2018 – 2019, (July 1<sup>st</sup>, 2018 – June 30<sup>th</sup>, 2019). There will be no guarantee of participants, or any spend level as a result of this competitive solicitation.

UNIVERSITY OF FLORIDA	\$ 3,774,497.63
UNIVERSITY OF SOUTH FLORIDA	\$ 1,760,783.48
FLORIDA INTERNATIONAL UNIVERSITY	\$ 1,418,416.76
FLORIDA STATE UNIVERSITY	\$ 1,356,534.67
FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY	\$ 924,313.42
UNIVERSITY OF NORTH FLORIDA	\$ 465,360.00
FLORIDA GULF COAST UNIVERSITY	\$ 396,198.41
FLORIDA ATLANTIC UNIVERSITY	\$ 386,745.31
NEW COLLEGE OF FLORIDA	\$ 112,211.92
FLORIDA POLYTECHNIC UNIVERSITY	\$ 25,051.18

### Eligible Users

All governmental and educational entities within the 48 contiguous United States are considered “Eligible Users”. This specifically includes all SUS of Florida and OMNIA Partners Participating Public Agencies. All Eligible Users, including FIU, may individually elect to receive the benefits of the ITN, and may do so by entering into a separate “Participant Agreement” with the Awarded Supplier, thereby becoming Participants of the Agreement. Each Participant with an annual qualified spend as noted by the Awarded Supplier shall be required to enter into a Participation Agreement as defined by the Awarded Supplier, however the Participation Agreement will detail any specific Participant ordering, delivery, invoicing or payment requirements, as well as incentives and pricing for specific Participant. Appropriate governmental and educational entities purchasing laws, rules, and regulations shall apply to purchases made by each Participant under the awarded Agreement and its Participant Agreement.

Other public agencies in United States, including state and local governmental entities, secondary and higher education entities, non-profit entities, and agencies for public benefit (“Governmental Agencies”) may be entering into separate Participant Agreement with the successful Respondent.

Although Scope of Work reflects the needs and requirements of Florida International University Board of Trustees (FIU) and Participating Universities from State University System (SUS) of Florida, OMNIA Partners Participating Agencies may have different requirements. The awarded vendor will have the ability offer their comprehensive office supplies and products nationally.

## **1. Pricing Schedule**

Respondent shall submit a detailed cost proposal to include all aspects of the scope of work associated with this Invitation to Negotiate. The detailed cost proposal must be submitted electronically in the format of the Price Schedule Attachment: Office Supplies ITN Pricing Schedule.

Respondents shall provide pricing for **Master-Core** items at a fixed net price. Respondents shall provide pricing for **Non-Core** items based on a discount from List Price.

**Master-Core** items reflect high use items and are intended to provide information or comparison and will not be the sole determining factor in any award of an agreement resulting from this ITN. The pricing for Master- Core, or high use items, is based on the highest quantity, most commonly used items on FIU's current Office Supply contract. Following categories are included in the **Non-Core List**: Breakroom & Cleaning Supplies, Folders, Binders & Writing, IT Peripherals, Office Consumables, Office Equipment, Paper – Other, Paper – White Recycled & Virgin, Toner – OEM, Toner – Reman, Furniture, Office Supplies, Labeling, Mailing & Accessories, and Other. The Non-Core items reflect additional items from various diverse categories which the University wish to make available to Participants on the final Agreement. The purpose of the Non-Core List of Items is to allow the University to evaluate the Respondent's Non-Core pricing. It should be noted that, if an OEM product is specified on the Pricing Schedule, Respondent **MUST** provide pricing for that OEM product specified. If Private Brand product is specified on the Pricing Schedule, Respondent can provide pricing for Private Brand product or OEM. If SKU does not reflect Private Brand or OEM, the Respondent shall submit their own generic item for consideration.

The Respondent shall provide pricing for diverse groups of products which may include but not be limited to such items on the Pricing Schedule such as office and school consumables, folders, binders & accessories, breakroom & cleaning supplies, office equipment, furniture, IT peripherals, paper (white recycled, virgin, other), toner (original manufacture and remanufactured) and other applicable products and services. Other applicable products and service solutions includes private label that are equal to or superior to the originally manufacturer product. While the University has attempted to include diverse product categories under the Non-Core section of the Pricing Schedule, this may not reflect all potential product categories listed herein.

Master-Core items shall be clearly designated as "Master-Core Items" in successful Respondent's On-Line Web Punch-Out Catalog.

### **1.1 Master-Core List**

Successful Respondent will agree to supply those office products and services set as **Master-Core List** at the prices set forth in the ITN. Master-Core List pricing shall be held firm for a maximum of twelve (12) months from the contract Effective Date except for those items specifically identified in the ITN. All pricing might be updated based on changes in the list price set forth in the Successful Respondent's catalog. The minimum time frame for pricing to be held firm is a ninety (90) day period and updated quarterly.

## **1.2 Custom - Core List**

Successful Respondent will provide Participants with a separate customized core list of items ("**Custom-Core List**"). The Respondent may define a minimum Participant Spend that is required to receive a Custom-Core List from the Successful Respondent.

## **1.3 Non-Core List**

Items not on the Master-Core List, or the Custom-Core List, but which are identified in the primary printed Catalog of the Successful Respondent will be priced as described in this ITN under the Price Schedule for **Non-Core Category Discount**. On a date within the period commencing ten (10) days prior to the start of each calendar quarter and ending ten (10) days after the start of each calendar quarter (the "Pricing Date"), The Successful Respondent shall take a "snapshot" of the pricing for the Non-Core Items Identified in the Successful Respondents Catalog. Successful Respondent will update pricing for Non-Core Items on quarterly basis. For Non-Core Items the quoted discount from list must be applied to every item in the category. Margin or cost floors and not allowed. While pricing might change for individual items, Non-Core Category discount percentage shall not change over the term of the contract.

For the product categories identified in the Price Schedule under the Non-Core Category Discount portion, the Successful Respondent shall take a "snapshot" of the following pricing: (i) the List Price, less the appropriate discount, as applicable (based on product category, with the relevant discounts and product categories shown in the ITN response, and (ii) the regular sales price (promotions excluded) set forth on the Successful Respondent Catalog on the "Pricing Date". Pricing for each item will be compared and the lower of (i) and (ii) will be offered. This shall be done each quarter; the pricing for each Non-Core Item in the successful Respondents Catalog will be fixed for ninety (90) day periods. Archive records of Non-Core Items "snapshots" will be available for a period not to exceed three (3) years.

### **GENERAL NOTES:**

**\*\*Any costs must be identified in your response as the University will not pay for any hidden costs.**

**\*\*Respondents are allowed to provide alternative price proposals, but the alternative price proposals will not be evaluated as part of the Respondent's response.**

**\*\*Any 3<sup>rd</sup> party special pricing programs should be released to all Respondents to this ITN. As such, for HP branded products only, please contact HP representative Jim Hardin (james.hardin@hp.com) for special pricing consideration.**

## **2. Rebates, Financial Incentives, Scholarship and Internship Programs, and Value-Added Services**

The successful Respondent shall propose incentive programs as specified in this ITN, which includes but not limited to Contract Signing Incentive, Scholarship/Intern Incentive, Annual Spend Rebate, Product Category Incentive, and Aggregate Spend Incentive. Additional incentives may be offered for volume orders, special manufacturer's offers, special programs, minimum order quantity, free goods program, total annual spend, single ship locations, growth, guaranteed quantity, etc. The Respondent's response shall outline any applicable rebate program that may be available. Incentives and Rebates spreadsheet located in Sourcing Tool question 4.1.2 has to be filled out and uploaded if Respondent will be offering rebates and incentives in their response to this ITN.

Rebates, financial incentives, Scholarship, and Internship Programs offered by successful Respondent must have flexibility to modify and customize these programs to meet the needs of a particular participating entity throughout the term of the contract. These programs must allow lower pricing in lieu of a rebate, and also must allow modifications in Scholarship and Internship programs if participating agency would like to add or remove interns in lieu of a rebate and add or remove Scholarships in lieu of a rebate throughout the contract term. At the Participant's request, the successful Respondent may agree to adjust the incentives for such Participant(s).

In addition to providing incentive flexibility, the awarded supplier will work with the Participant's individual requirements for ordering, delivery, invoicing and payment. The sales team will work with the implementation team to develop a customized program for each Participant. The Participation Agreement will be used to further define any customized solutions. "Participant Spend or Total Spend" shall mean the individual Participant's paid-for purchases under the Program, net of taxes, shipping costs, returns, discounts, credits, any incentives amortized for the applicable period, rebates actually paid, employee purchase under any type of purchasing program, postage, shipping and mailing services, technology items, gift cards and warranties.

"Participant Contract Year" shall mean the twelve (12) month period, commencing on individual Participant's Participation Agreement effective date and each subsequent twelve (12) month period thereafter during the term of the Participation Agreement.

Respondent will provide a summary of any other value-added services or programs which may contribute to the overall value of the response, including but not limited to:

- Training
- Industry partnerships
- Support of Participants initiatives and goals
- Support of Sustainable development, veterans' affairs, initiatives in support of women, wellness, and our changing regional demographics.
- Ability to start providing services as defined in this ITN within forty-five (45) days from the date of execution of the Contract.
- Commitment to provide significant financial and non-financial support for the University and its signature programs
- Ability to purchase supplies at one of the Respondent's retail stores at contract pricing per this ITN.

### **3. Web Punch-Out Site, Marketing, Customer Service, Implementation Plan and Operational Plan**

- a. Awarded Supplier will maintain throughout the term of the Agreement, a Web Punch-Out Site ordering system designed specifically for use in Participant's e-procurement portal and will allow end-users to access:
  - the **Master-Core List, Custom Core List** and **Non-Core** catalog items,
  - product descriptions and specifications, and
  - order submission tools which are common to industry standard punch-out sites.
- b. Supplier will customize Web Punch-Out Site to meet the local requirements of Participant.
- c. The Web Punch-Out Site will provide an intuitive process to identify, configure, and easily compose an order for submission. The web punch-out site will be secure and will allow access only by individuals designated by Participant. Supplier will obtain Participant's express, written permission before using any logo or other intellectual property of the Participant on the web punch-out site.
- d. The Web Punch-Out Site, at a minimum, must:
  - Provide a user-friendly shopping experience.
  - Allow catalog searches based on key word, brand name, description, etc.
  - Provide product images, manufacturer's part numbers, product SKU and detailed specifications.
  - Provide list price, discount information and contract pricing.
  - Allow for product selection to shopping cart, and product availability.
  - Identify Master core/custom core items vs non-core items.
  - Provide correct pricing for all items based on ITN response
  - Allow for searches to be narrowed by various criteria, but must include minority owned business, sustainable and recycled products.
  - Provide ink and toner finder functionality.
  - Provide tracking/status information after an order is submitted.
  - Maintain user favorites list, purchase, and delivery history.
  - Provide user friendly product return functionality.
  - Maintain all servers at their location(s) and provide for appropriate data security to safeguard orders entered on-line.
- e. Awarded Supplier must accept purchasing card ("P-card") orders at no additional costs, fees or handling charges and will provide level III or higher data reporting. Awarded Supplier must accept Participant's Single-Use Account Program (SUA) or Ghost Card as payment method as a part of the ITN response. In addition to the use of P-Card and SUA for payment, the Awarded Supplier's e-commerce system shall be capable of providing electronic invoicing and receiving payment via Electronic Funds Transfer (EFT) from the Participant.
- f. Awarded Supplier will not substitute any products but may recommend alternative items within the punch-out site prior to order being placed.
- g. The Web Punch-Out Site must be reliable, easy to use, and run at current standard speeds, which must be updated as technology becomes more advanced. In the event an error in pricing is discovered in favor of the user, the Awarded Supplier shall provide a refund and/or credit memo to be issued within five (5) days after the discovery of the discrepancy.
- h. Downtimes for maintenance and upgrades will be limited to evenings and weekends. Supplier must

provide Participant with 24-hour notice of any system outage.

- i. The Supplier may set a minimum dollar amount for orders placed on Web Punch-Out site, . This should encourage consolidation of orders and aid in FIU's sustainability effort. If FIU or participating agency desires to submit an order with dollar amount less than the minimum dollar amount set, the successful Respondent may charge a sustainability fee.
- j. The Supplier shall maintain or have available for its own use an inventory sufficient to make delivery within the time specified on the contract. Upon mutual written agreement between the University and the supplier during the term of the contract, a stock level of specific items may be negotiated; in which case the Supplier will maintain the negotiated stock level.

### **3.1 Contract Transition and Implementation Plan**

Upon contract expiration or termination, the incumbent shall ensure a seamless transfer of contract responsibilities with any subsequent contractor necessary to transition the products and services of this contract. The incumbent contractor and subsequent contractor assume any and all expenses related to the contract transition.

The Implementation Plan will describe the process for transitioning the University to another provider. Successful Respondent shall provide an Implementation Plan that establishes and contains the transition responsibilities, descriptions, and schedules for the required tasks. The purpose of the Implementation Plan is to ensure an efficient and effective transition from the current provider, if necessary, to awarded Respondent with minimal disruption to operations.

The University expects compliance with the following activities in order to meet this requirement:

- A draft implementation plan must be submitted with the Respondent's ITN submission per question 5.1.42. The implementation plan must, at a minimum, include:
- Goals, expectations and specific objectives of the Implementation Plan;
- Description of the methodology and approach for transferring data and other information to another service provider;
- Assumptions and dependencies associated with the Implementation; and
- Timelines and milestones for specific task throughout the Implementation period.
- During execution of the approved Implementation Plan, the Implementation Team (composed of FIU staff, successful Respondent, and personnel of existing service provider) shall meet regularly to review and update the Implementation Plan to reflect revisions to schedules, resource requirements, dependencies, and priorities; and to summarize the progress on the Implementation Plan to date.

### **3.2 Shipping, Delivery and Documentation**

Supplier must provide support demonstrating the location and operation of a main warehousing facilities in the State of Florida.

- a. Awarded Supplier will be responsible for the delivery of all products in first-class condition at the points of delivery throughout Participant's campuses, and in accordance with good commercial practice. All products will be extended "free shipping", with no handling or delivery charges. If "free shipping" is not available for any items, supplier will clarify and provide list of items which do not qualify for "free shipping". Any additional transportation fees will be waived. Stocked products ordered prior to 4 pm, will be delivered the next day. The Respondent shall utilize a Just in Time Delivery system/process in order to guarantee next day delivery.
- b. All deliveries will be made F.O.B destination, freight prepaid and included.

- c. Orders placed under the contract which are not delivered or complete within five (5) working days after the receipt of the order will be subject to immediate cancellation at the sole option of the University. In the event of emergency needs, the University reserves the right to cancel such orders or outstanding releases for non-delivery in time periods shorter than those specified above. Orders, which cannot be supplied in time to meet the University's requirements, may be placed with another supplier. Failure of the supplier to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the supplier liable for the difference between the open market and the contract price where emergency procurement is necessary.
- c. The packing slip will contain the order number, stock number, quantity ordered, unit of measure (UOM), description, unit price, and extended price. Backordered items will be clearly noted on packing slip.
- d. Each individual order will be delivered in sustainable packaging and will be packaged separately. Each separate container will have a label attached to the outside of the container including a contact name, department, order number, a scannable barcode, "deliver-to" address with building and room number and container sequencing. Inside the package will contain the product and packingslip.
- e. Acceptance of the total delivery by signature based on total package count and manifest will not represent transfer of responsibility to the university for the contents of the packages. In the event of shortage, overage or damage within the package, supplier will accept the university's documentation for resolution.
- f. Just in time desktop deliveries at no additional cost to the Participant's locations are required, unless otherwise specified by FIU and / or Participating Agency. Other receiving locations may be added as needed. Deliveries must be made during normal work hours.

FIU Maps of all locations may be found here: <https://campusmaps.fiu.edu/index.html#/campus/MMC>

### **3.3 Customer Service and Marketing**

Customer experience and service is our priority. The supplier will work closely with Participants to establish and maintain a high level of service. As new technology becomes available, enhanced levels of service may be required and may require the supplier to upgrade their services to fit Participants needs.

- a. The Awarded Supplier must have staffing availability Monday through Friday, 8:00 A.M. to 5:00 P.M., EST for immediate assistance.
- b. An assigned Sales Representative must also be available to assist university customers with custom orders, invoicing questions, returns, and other inquiries
- c. Supplier's assigned sales representative will present a quarterly business review (QBR) to Participant, if requested. This QBR will include sales data, return data, metrics and other key performance indicators as determined by Participant and the Supplier. Examples of QBR reports may include but are not limited to:
  - Master Core-List Report, Custom-Core List Report and Non-Core List Report: Supplier will report quarterly sales for each Core List and Non-Core List item purchased by FIU and participating universities.
  - Sustainable Product Purchases: Supplier will report quarterly sales for each sustainable Master-Core List, Custom-Core List and Non-Core List product purchased by FIU.

- Spend Analytics for small and diverse business purchases.
  - Spend by commodity grouping, individual users, and departments.
  - Quarter over quarter and year over year sales activity comparisons.
- d. Supplier must provide the names of the assigned sales representative and any key personnel (i.e. managers) who will be involved in servicing the University per Question 1.18. Supplier will notify any key personnel changes. Participant reserves the right to request any personnel changes during the contract term.
  - e. At the discretion of the Participant, Supplier will hold at least one (1) annual product show to promote the purchase of products covered by the contract. The show will be no less than three (3) hours in length. Booth coverage will begin at the start of the event, extend through the lunch hour, and continue to the end of the event. All costs associated with show, including but not limited to room rental, tables/chairs/booths, audio visual, parking passes, food and beverages and signage, will be borne by the Supplier.
  - f. Successful Respondent shall provide for accurate billing of items ordered, timely credits (within 24 hours), and invoices that are easy to understand.
  - g. The Successful Respondent shall provide for robust reporting capabilities to assist participating agencies members as a whole in identifying their ordering patterns, and product usage.
  - h. FIU's contract administration will be coordinated by the Executive Director of Procurement, Assistant Director, and Contract Manager of Procurement Services.

### **3.4 Return Policy**

- a. Supplier will provide a 30-day, hassle-free return policy, without handling charges, return shipping charges, or restocking fees.
- b. To ensure prompt handling, university departments should obtain a return goods authorization from the Supplier's Web Punch-out Site, or by calling Supplier's designated customer service representatives.
- c. Products to be returned will be picked up by Supplier within three (3) business days of the return request.
- d. Refund for the returned items will be issued within five (5) days after the return is made.

## **4. Audit, Reports and Record Retention**

Upon request, the Supplier must provide reports to Participant and FIU Procurement Services designated representatives to include, but not be limited to the following:

- Usage reports based on unit of measure, highest dollar volume, and minority vendor; sorted by vendor, manufacture and Supplier parts number, account distribution, etc.
- These reports should include information which will allow Participant to audit performance against the contract and/or to achieve the greatest cost savings.
- These records must be retained on a yearly basis for not less than five (5) years after the term of the contract. An annual audit of contract pricing by a mutually agreed upon third party auditor, and at award Supplier's expense, will examine a sampling of randomly selected Invoices from all



Participants to the Agreement. Pricing for Master Core List and Non- Core Items will be compared to the pricing shown in the quarterly pricing files to verify accuracy. An annual audit report of the pricing accuracy of the Program will be provided to FIU.

At the end of each Contract Year, a mutually agreeable third-party firm shall conduct an audit a minimum of 600 Customer invoices to confirm accuracy of prices and discounts, and that net prices of invoiced items are equal to or less than the terms of the Agreement. Specifically, the third-party firm will confirm the price charged to Participants for items contained in the Master Core List, and Non-Core Items identified in the awarded Supplier's Catalog are equal to or less than the pricing shown in the quarterly price files as approved by FIU. The third-party firm shall provide an annual report to FIU indicating the number of audited items each year where the net price is equal to or less than the contract price divided by the number of audited items ("**Price Accuracy Rate**"). Also, at a minimum, the annual report will include copies of the invoices in the random sample that were not in compliance with the terms of the Agreement. Such annual audit will be at no additional cost to FIU.

Any variations where items are found to have been priced above prices shown in the quarterly price files will be refunded to the Participant making the purchase. Any refunds will be completed within 90 days from the date that the Awarded Supplier has verified the results of the annual audit. Any variations where items are found to have been priced below contract prices shall not be considered in the Price Accuracy Rate.

Should the Annual Audit result in a Pricing Accuracy Rate of Less than 95%, the Awarded Supplier will perform a full audit of all purchases for the annual audit period and any net variance will be refunded to the Participant making the purchase."

- The annual audit must be conducted by Certified Public Accountant firm.

## **5. Respondent Qualifications, Experience, Financial Stability and References**

The FIU is soliciting responses from companies, which are in the business of providing services as listed in this Invitation to Negotiate. Respondent's response shall include, at a minimum, the following information. Failure to include these items may be grounds for rejection of the response.

- a. The Respondent shall present evidence that the firm or its officers have been engaged for at least the past ten (10) years in providing services as listed in this Invitation to Negotiate.
- b. Respondent must submit a list of customer references, which should include at least five (5) current clients, local or national, comparable to the University both in size and type of facilities and operations. Respondent must include name (and title), telephone number, and email address of contact person and the type of work Respondent did/or are doing for them.
- c. All responses should be independent from any and all consortia agreements. Additionally, all pricing for this ITN should be developed independent of any other consortia arrangement. No other entity may derive monetary fees/compensation based on this award unless approved by FIU. Submittal of a response that is not independent may result in disqualification.
- d. Respondent must submit sample reports as outlined in Sourcing Tool Group 6.1.
- e. Respondent will provide key personnel (i.e. sales representatives & managers) who will be involved account team and internal controls to be used during the course of the contract, including any

- subcontractors. Respondent to provide with ITN response, an organizational chart of the company, and key personnel involved in performance of the Agreement.
- f. Respondent will identify staff, including subcontractors, who will be assigned to the potential agreement, indicating the responsibilities and qualifications of such personnel. Provide resumes for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments, and any other pertinent information. Any staff substitution must have the prior approval of FIU.

## **6. Sustainability / Green Purchasing Requirements and Specifications**

In order to reduce the adverse environmental impact of our purchasing decisions the University is committed to buying goods and services from manufacturers and Suppliers who share the University's environmental concern and commitment. Green purchasing is the method wherein environmental and social considerations are taken with equal weight to the price, availability, and performance criteria that we use to make purchasing decisions.

Proposer shall use environmentally preferable products, materials, and companies where economically feasible. Environmentally preferable products have a less or reduced effect on human health and the environment when compared to other products and companies that serve the same purpose. If two (2) products are equal in performance characteristics and pricing, the University will favor the more environmentally preferable product and company.

If Supplier is citing environmentally preferred product claims, Supplier must provide proper certification or detailed information on environmental benefits, durability, and recyclable properties.

The University and the Supplier may negotiate during the contract term to permit the substitution or addition of Environmentally Preferable Products (EPPs) when such products are readily available at a competitive cost and satisfy the university's performance needs.

Unless otherwise specified, proposers and contractors should use recycled paper and double-sided copying for the production of all printed and photocopied documents. Furthermore, the documents shall be clearly marked to indicate that they are printed on recycled content (minimum 30% post-consumer waste) paper.

Supplier shall minimize packaging and any packaging/packing materials that are provided must meet at least one of, and preferably all, of the following criteria:

- a. Made from 100% post-consumer recycled materials
- b. Be Recyclable
- c. Reusable
- d. Non-Toxic
- e. Biodegradable

## **7. Supplier Diversity Program.**

The Successful Respondent must demonstrate ability to utilize small and diverse business partner(s) and list specific services/products the partner(s) will provide as it relates to the Master Contract as well as to participating agencies agreements.

Participant may elect to utilize a *Tier 1* Provider and accordingly, prices and/or incentives offered to Participant may be modified to accommodate the additional expense for using a *Tier 1* Provider. The details of the *Tier 1* Provider and modified pricing will be set forth in the applicable Participation Agreement.

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